

## Contracts - Private Service Providers (PSP)/Consultants/Other

### EXECUTIVE SUMMARY

#### Submitted for Board Information

Dates of Service	Vendor	Amount
June-August 2019	Education Northwest--Prof. Development	\$ 5,400.00
19/20 yr.	Vector Solutions	\$ 9,840.00
19/20 yr.	Twin Falls Police Dept./SRO contract	\$280,731.00
1/1/19-12/31/20	Midnight Productions--Technical sound & lighting support--Roper Auditorium	\$ 26,000.00
7/1/19-6/30/20	Renaissance--Harrison--Myon reader renewal	\$ 4,395.75
8/1/19-7/31/20	Renaissance--Morningside--Accelerated Reader & Star reading renewal	\$ 4,897.50
8/1/19-7/31/20	Renaissance--O'Leary--Accelerated reader newal	\$ 5,810.00

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*



CREATING STRONG  
SCHOOLS & COMMUNITIES

**Kimberly Barnes**  
Education Northwest  
101 SW Main St, Suite 500  
Portland, OR 97204-3213

[Kimberly.Barnes@educationnorthwest.org](mailto:Kimberly.Barnes@educationnorthwest.org)

*Attn:* Teresa Jones  
Director of Elementary Programs  
Twin Falls School District  
201 Main Ave W  
Twin Falls, ID 83301  
(208) 733-6900

### **Literacy Instructional Routines Support Plan June - August 2019**

#### **Context and Purpose**

Education Northwest (EdNW) is a nonprofit organization based in Portland, Oregon, with a mission to improve learning by building capacity in schools, families, and communities through applied research and development. Each year, we provide more than five thousand teachers, administrators, school staff, nonprofit leaders, and volunteers with professional learning to enhance their ability to help all learners succeed. Our specialized services come in the form of professional learning, consulting and technical assistance, applied research and evaluation, and e-learning.

Improving literacy outcomes is a district priority in the Twin Falls School District. At the request of Teresa Jones, Kimberly Barnes prepared the following **Literacy Instructional Routines Support Plan**. **The over-arching goal of the support is to partner with instructional coaches to create and produce instructional routine cards for elementary teachers.** According to the American Heritage Dictionary of the English Language (2000), routines are prescribed, detailed courses of action to be followed regularly; a standard procedure; a set of customary and often mechanically performed procedures of activities. Instructional routines for elementary teachers will reflect best classroom practices and help students focus on the new learning task, rather than learning a new way to do something. They are effective at organizing instruction and setting clear expectations for students.

EdNW will provide facilitation and guidance to instructional coaches as they create sets of instructional routine cards for elementary teachers.

#### **Senior Advisor for Curriculum and Instruction**

These services will be provided by a highly skilled, Senior Advisor from Education Northwest.

**Kimberly Barnes** is a senior advisor for curriculum and instruction who has passion and expertise consulting with schools to develop high-performing schools by building deeper instructional leadership and clarity around literacy implementation. She has experience as a professional development coordinator, school improvement coordinator, leadership consultant, instructional coach, and classroom teacher. She is dedicated to creating successful communities of learning who

share effective practices, manage change, and commit to continuous improvement. Kimberly has an M.A. in educational leadership and administration from Boise State University and a B.A. in elementary education from Western Washington University.

### **Structure of Services: June-August 2019**

Education Northwest will provide professional support by Kimberly Barnes, whose expertise includes leadership at the local, state, and regional levels in the areas of literacy, response to intervention (RTI), data utilization, and instructional leadership.

As she works with instructional coaches, she will assist them with setting a clear focus and creating a plan for how to create literacy routine cards using the district curriculum. This work will be grounded in evidence-based practices (from research and the Wonders curriculum materials).

Services will include the following:

#### **Literacy Routine Cards Support**

- Facilitate Coaches Meeting (face-to-face) in June – One day
  - Present research, purpose, and components of instructional routines
  - Facilitate review of current research-based routine cards
  - Produce a schedule for creating routine cards, reviewing, and finalizing cards
- On-going support (virtual) for coaches, upon request
- Review, edit, and finalize drafts

#### **Cost**

**\$ 5,400**

The proposal costs include all planning, consulting, and travel to Twin Falls, ID.

#### **Client Responsibilities**

The over-arching goal of the project is to ensure consistency of evidence-based literacy practices.

Twin Falls School District responsibilities include:

- Maintain a point of contact for the project who has decision-making authority.
- Provide feedback on the content and direction of the project.
- Provide workspace and infrastructure for on-site work and session facilitation.

## Scenario Learning D/B/A Vector Solutions Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Exhibit A (the "Effective Date"), is by and between Scenario Learning, LLC ("Scenario"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

### 1. Services. Scenario shall provide the following services:

1.1. License. Scenario will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee, contractor, or end user specifically designated by Client ("Named Users").

1.2. Availability. Scenario shall use commercially reasonable efforts to display its content and coursework for access and use by Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Scenario's control.

1.3. Help Desk. Scenario will assist Named Users as needed on issues relating to usage via e-mail and a toll free Help Desk five (5) days per week at scheduled hours.

### 2. Client's Obligations; Compliance.

2.1. Compliance. Client shall be responsible for Named Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Software in a manner not specified or permitted by Scenario.

2.2. FERPA. Both parties are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree: (i) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (ii) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (iii) Scenario agrees to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a school official that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Software and review of materials by external examiners and except as permitted elsewhere in this Agreement, Scenario may not re-disclose the information to any third party without prior written consent from the student and Named User. Furthermore, the parties shall work together to share student education records in a manner that best assures the protection of student education records from disclosure.

### 2.3. COPPA.

(a) The parties acknowledge and agree that in the event a Named User under the age of thirteen (13) registers to use the Services by personally providing to Scenario such Named User's personal information as such information is defined under the Children's Online Privacy

Protection Rule ("COPPA"), the same shall be subject to the provisions of COPPA.

(b) Each party represents and warrants that to the extent such party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

2.4. The following subsections (a) and (b) apply if and only if Client is purchasing "SafeSchools Alert Service" or "SafeSchools Incident Tracking Service":

(a) SafeSchools Alert Service. Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive, personal information, including without limitation personally identifiable information ("Personally Identifiable Information" or "PII"), as well as other protected information (together with PII, the "Protected Information"), and Client shall ensure that all such Protected Information is secured from transmission or disclosure to unauthorized recipients. Client shall be solely responsible for establishing commercially reasonable safeguards to prevent the transmission or disclosure of Protected Information to unauthorized recipients. In addition, Client shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with FERPA and any applicable federal, state, or local laws or regulations, and that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use.

(b) SafeSchools Incident Tracking Service. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Scenario and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client or any third party due to or arising out of any claim that Scenario is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

2.5. Identify Named Users. For Clients utilizing Scenario's learning management system ("Scenario LMS"), Client shall: (i) provide a listing of its Named Users no later than the Effective Date of this Agreement; (ii) cause each of its Named Users to complete a unique profile if not created by Scenario on their behalf; (iii) timely maintain a Named User database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be deleted from the

Scenario LMS. Client agrees to pay for the greater of: (i) the number of Named Users in the Scenario LMS; and (ii) the number of Named Users who accessed a course in a given contract year.

2.6. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

### 3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Exhibit A attached to this Agreement. Fees, both during the Initial Term, as defined herein, as well as any Renewal Terms, as defined herein, shall be increased by 3.0% per year.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Scenario will invoice Client in advance pursuant to the Payment Terms in Exhibit A. All invoices are payable 30 days after invoice date. All fees collected by Scenario under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Scenario shall have the right, in addition to all other rights and remedies to which Scenario may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Scenario's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Scenario has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Scenario a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Scenario invoice.

### 4. Intellectual Property Rights.

4.1. Scenario alone (and its licensors, where applicable) shall own all rights, title and interest in and to Scenario's trademarks, software, website, or technology, the course content, and the Services provided by Scenario (collectively the "Scenario Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the

## Scenario Learning, LLC

Scenario Intellectual Property or Feedback. The Scenario name and logo are trademarks of Scenario, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the Scenario Intellectual Property in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Scenario Intellectual Property in whole or in part; (iii) embed the Scenario Intellectual Property into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Scenario or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the Scenario Intellectual Property.

## 5. Term and Notice.

5.1 Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Exhibit A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions (each renewal a "Renewal Term"), unless notice is given in writing by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial Term or any Renewal Term, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Scenario's record keeping. Any access to or usage of the Services following the Expiration Period shall be deemed Client's agreement to a Renewal Term.

5.2 Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## 6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES

## LMS Agreement (K-12)

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. Third Party Content. Client may access third party content ("Third Party Content") through the Services. Client shall rely solely on Third Party Content providers for the accuracy, security, and compliance with national or international laws of such Third Party Content. Scenario shall not be held responsible or liable for any Third Party Content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SOFTWARE.

7. Limitation on Liability. Except as it relates to claims related to the infringement of intellectual property, including claims related to Section 8: (i) in no event shall Scenario be liable to Client or its Named Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect, or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (ii) the total liability of Scenario for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to Scenario for the preceding twelve (12) months. Scenario further expressly disclaims all liability, regardless of the underlying legal theory or basis, for any and all claims related to any employee's or Named User's personal offense, personal safety, or mental health arising out of or in connection with use of the Services.

8. Indemnification. Each party shall indemnify and hold the other harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that: (i) any document, course, or intellectual property provided by or uploaded to the Scenario LMS by the other party infringes or violates any intellectual property right of any person; and (ii) that the indemnifying party's conduct hereunder violates any applicable law, including without limitation FERPA, HIPAA, COPPA, and the EU General Data Protection Regulation.

## 9. Miscellaneous.

9.1. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scenario may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Publicity. Scenario reserves the right to utilize Client's school name in client lists and marketing materials from time to time.

9.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

9.4. Force Majeure. Scenario shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

9.5. No Waiver. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

9.7. No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party under this Agreement.

9.8. Purchase Orders. Client may issue a purchase order for its convenience only. In the event of a conflict between the terms of any purchase order and this Agreement, the terms and conditions of this Agreement shall supersede the terms of such purchase order. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.9 Entire Agreement. This Agreement represents the entire understanding and agreement between Scenario and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Scenario and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Twin Falls School District

201 Main Avenue West

Twin Falls, ID 83301

By: \_\_\_\_\_

Printed Name: Joel Petersen

Title: VP Of Sales

Date: \_\_\_\_\_

By: Shannon Swafford

Printed Name: Shannon Swafford

Title: HR Director

Date: 6.20.19

### Client Agreement/Schedule A

**Date:** 06-20-2019  
 Pricing valid for 30 days.

#### Client Information

<b>Client Name:</b> Twin Falls School District	
<b>Address:</b> 201 Main Avenue West Twin Falls, Idaho 83301	
<b>Primary Contact Name:</b> Shannon Swafford	<b>Primary Contact Phone:</b> (208) 733-6900

#### Terms

<b>Effective Date:</b> 07-20-2018	<b>Initial Term (months):</b> 12
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#### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> <del>Sonia DeLeon</del> Naomi Briggs			
<b>Billing Address:</b> 201 Main Avenue West Twin Falls, Idaho 83301		<b>Billing Phone:</b> (208) 733-6900	
<b>Billing Email:</b> delconee@tfsd.org briggsna@tfsd.org	<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

#### Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training		1000	\$9.84	\$9,840.00
<b>Total:</b>				<b>\$9,840.00</b>

**Grand Total (including Implementation & Training): \$9,840.00**

\*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.  
 Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

COPY

**SERVICE PROVIDER AGREEMENT  
BETWEEN THE TWIN FALLS SCHOOL DISTRICT NO. 411  
AND THE TWIN FALLS POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into as of the date set forth below, by and between the TWIN FALLS SCHOOL DISTRICT NO. 411 (hereinafter "School District") and the TWIN FALLS POLICE DEPARTMENT (hereinafter "Police Department").

WHEREAS, it is mutually beneficial to the parties for the Police Department to assign Police Officers as School Resource Officers (hereinafter "SROs") to schools within the School District; and

WHEREAS, the Police Department recognizes and supports the need for safe schools and a safe academic learning environment for community youth; and

WHEREAS, the parties shall work in partnership to enhance a safe learning environment; and

WHEREAS, the parties to this Agreement mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties to this Agreement agree as follows:

1. **Rights and Responsibilities of the Twin Falls Police Department:** The Chief of Police shall select and appoint qualified, sworn Police Officers to staff up to six (6) School Resource Officer (SRO) positions and one (1) Supervisor at the rank of Sergeant within the School District. The duties of the Police Department are as follows:
  - 1.1. Provide law enforcement and police services, through the designation of SROs, to identified schools, school grounds, areas adjacent to the schools, and school-sponsored events. SROs shall not be expected to perform the roles of private security officers.
  - 1.2. Investigate allegations of criminal incidents which may have occurred on school grounds, areas adjacent to the schools, and school-sponsored events per Police Department policies and procedures.
  - 1.3. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities, other governmental agencies, or community agencies and resources when necessary and appropriate to assist students and staff.
  - 1.4. Work to prevent juvenile delinquency through close contact and positive relationships with students.



- 1.5. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures.
- 1.6. Ensure school administrators' safety by being present during school searches initiated by school staff, which may involve weapons, controlled dangerous substances, or in certain cases where a student's emotional state may present a risk to the administrators.
- 1.7. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations which may arise at the school.
- 1.8. Maintain high visibility within the school communities and attend and participate in various school functions. Build working relationships with school staff, as well as with student and parent groups.
- 1.9. Develop and implement classes in law-related education to support the educational efforts of the faculty.
- 1.10. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.11. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of Police Officer and be a positive role model. Increase the visibility and accessibility of Police to the school community.
- 1.12. Take all necessary law enforcement activity, as required, against intruders, loiterers, students, or any individual(s) disrupting the educational process, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of students at school or any school-related function, to the extent allowed by law. As soon as possible, the SRO shall inform the building principal or designee of such action(s).
- 1.13. The assigned SRO shall not act as a school disciplinarian. However, if the building principal or designee believes a particular incident violates the law, the principal or designee shall contact the appropriate SRO and that Officer shall determine whether law enforcement action is appropriate.
- 1.14. The Chief of Police, or designee, shall directly supervise the individual(s) assigned as SROs and will perform scheduled and/or non-scheduled visits to the school. A Police Supervisor shall be responsible for training, directing, and evaluating the SROs.
- 1.15. The Chief of Police, or designee, shall approve SRO reports, provide leadership, and supply assistance to the SROs in carrying out the terms of this Agreement.

2. **Rights and Responsibilities of Twin Falls School District No. 411:** The School District shall provide the necessary support for the SRO Program. The duties of the School District are as follows:
  - 2.1. Provide a private office to be used by the assigned SRO(s) for general business purposes, furnished with a desk, chair, worktable, locking file cabinet, and office supplies, as needed; a telephone and access to a two-way radio, as needed; and a computer, as needed.
  - 2.2. Provide the SRO with a secure location for files and records.
  - 2.3. Provide access to office equipment, including, but not limited to, copiers, fax machines, etc., as needed.
  - 2.4. Provide payment for the SRO services identified in the Agreement upon receipt of a billing from the City of Twin Falls, not to exceed \$280,731.00. This amount includes the agreed upon portions of the six (6) SROs' wages, in addition to a portion of the supervising Sergeant's wages.
  - 2.5. Provide payment for Twin Falls Police Department Officers who work extra duty assignments as requested by the Twin Falls School District at the rate of \$55.00 per hour.
3. For the purposes of this Agreement, the Police Department and its employees are designated by the School District as its law enforcement unit. The Police Department and its employees are officially authorized by the School District to enforce laws and maintain school safety.
4. The assigned personnel of the Police Department, pursuant to this Agreement, are designated as school officials with legitimate educational interests and are authorized to access education records of students attending the School District as necessary to fulfill the terms of this Agreement.
5. The Agreement shall become effective on July 1, 2019, and remain in effect until June 30, 2020. Any changes shall be mutually agreed upon and shall be in writing. This Agreement may be terminated by either party by providing sixty (60) days' advance notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12 day of JUNE, 2019.

**Twin Falls School District No. 411**  
**"School District"**

  
 \_\_\_\_\_  
 BRADY DICKINSON, Superintendent

**City of Twin Falls**  
**"Police Department"**

  
 \_\_\_\_\_  
 TRAVIS ROTHWEILER, City Manager

**City of Twin Falls**  
**School Resource Officers - Cost of Service**

**Annual Cost of Service**

**FY19-20 Budget:**

	Bi-Weekly						
	M. Triner	K. Skuza	Sgt. J. Dimond	P. Stephenson	E. Batteiger	S. Rodriguez	M. Waite
Base Salary	2,730.00	2,524.00	3,153.00	2,685.00	2,459.00	2,632.00	2,685.00
4.00% Assignment Pay	109.20	100.96		107.40	98.36	105.28	107.40
Clothing Allow./FT							11.08
Longevity Pay	36.00	17.01	31.51	36.00		34.54	19.35
Specialty Pay	42.00			42.00			42.00
<b>Subtotal:</b>	<b>2,917.20</b>	<b>2,641.97</b>	<b>3,184.51</b>	<b>2,828.40</b>	<b>2,599.36</b>	<b>2,771.82</b>	<b>2,864.83</b>
FICAR	180.87	163.80	197.44	175.36	161.16	171.85	177.62
MEDIR	42.30	38.31	46.18	41.01	37.69	40.19	41.54
PERSIR	358.23	324.43	391.06	347.33	319.20	340.38	351.80
Std. Life	2.87	2.87	2.87	2.87	2.87	2.87	2.87
LT Life	9.31	8.43	10.16	9.02	8.29	8.84	9.14
Select Health	292.33	475.06	722.07	722.07	722.07	722.07	722.07
Dental	17.40	17.40	18.35	18.35	18.35	17.40	18.35
Admin FSA/DC	-	-	1.98	1.98	-	-	-
Admin Fee	-	-	0.98	0.98	-	-	-
Work. Comp.	98.60	89.30	107.64	95.60	87.86	93.69	96.83
<b>3.38%</b>							

**Bi-Weekly Total with Benefits:**

	3,919.11	3,761.57	4,683.24	4,242.97	3,956.85	4,169.11	4,285.05
Weekly Total with Benefits	1,959.56	1,880.79	2,341.62	2,121.49	1,978.43	2,084.56	2,142.53
Weeks of Service	42	38	42	38	42	38	38
<b>Total Annual Cost of Service</b>	<b>82,301.31</b>	<b>71,469.83</b>	<b>98,348.04</b>	<b>80,616.43</b>	<b>83,093.85</b>	<b>79,213.09</b>	<b>81,415.95</b>

1/2

**288,229.25**

**1/2 of Actual Cost of Service**

All Costs Except Health Insurance	76,162.38	62,443.69	83,184.57	66,897.10	67,930.38	65,493.76	67,696.62
Health Insurance	6,138.93	9,026.14	15,163.47	13,719.33	15,163.47	13,719.33	13,719.33
<b>Total</b>	<b>82,301.31</b>	<b>71,469.83</b>	<b>98,348.04</b>	<b>80,616.43</b>	<b>83,093.85</b>	<b>79,213.09</b>	<b>81,415.95</b>

1/2

**288,229.25**

Includes PERSI increase

## **General Independent Contractor Agreement**

This Agreement is made between **TWIN FALLS SCHOOL DISTRICT #411** (Client) with a principal place of business at 201 Main Ave. West and Midnight Productions Studio LLC and **Kris Irish** (Contractor), with a principal place of business at 1023 Carriage Ln N, Twin Falls, ID 83301.

This Agreement will become effective on **January 01, 2019** and extend through **December 31, 2020**.

### **Services to be Performed**

Contractor agrees to perform the following services:

Technical sound and lighting support required for performances at Roper Auditorium, located on the Twin Falls High School campus, 1615 Filer Ave East, Twin Falls, ID 83301. Services include:

- Operation of sound and lighting equipment located in Roper Auditorium for scheduled performances and rehearsals needing such technical support;
- Routine service and maintenance of technical sound and lighting equipment to ensure that equipment is in proper working order at all times;
- Recommendation to building administrator and district director of operations regarding major equipment repairs or upgrades and an estimate of cost factors associated with each;
- Inventory, order, and stock consumable products associated with normal equipment use (e.g., light bulbs, gel filters, fuses, wires, cables, etc.). Requisitions for purchasing consumable products shall be submitted to the building administrator or the district director of operations for issuance of a purchase order prior to the purchase of supplies;
- Routine service and repair of sound equipment at Bruin Stadium;
- Direction and supervision of support staff needed to meet performance/production technical service requirements;
- Scheduling, direction, and supervision of student production assistants used to meet performance/production technical service requirements.
- To provide all TFSD facilities including but not limited to CRHS auditorium with recommendations for services/repairs as needed. Additional services provided beyond these recommendations to any TFSD facilities other than the Roper Auditorium will be billed at \$50 per hour. These services are to be billed separately from this contract and shall be approved by the Director of Operations prior to any work being completed.

### **Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor \$26,000.00 according to the terms set out below.

### **Terms of Payment**

The contractual fee will be distributed evenly throughout the term of the contract. The contractor shall submit an invoice to Client on the twenty-fifth day of each month in the amount of \$2,166.67. Invoices should include: an invoice number, the dates covered by the invoice, the hours expended, and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

### **Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement:

### **Independent Contractor Status**

Contractor is an independent contractor, not Client's employee. Contractor's employees or contract personnel are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

### **Business Permits, Certificates and Licenses**

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

### **State and Federal Taxes**

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

### **Fringe Benefits**

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

### **Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or

Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

If not operating as a corporation, Contractor shall obtain workers' compensation insurance coverage for Contractor. Contractor shall provide Client with proof that such coverage has been obtained before starting work.

### **Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

### **Insurance**

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain an insurance policy of at least \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement. Certificate of liability must name the client as an additional insured.

### **Terminating the Agreement**

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

### **Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

### **Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

### **Applicable Law**

This Agreement will be governed by the laws of the State of Idaho.

### **Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement,
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by fax or telex to the last fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

**Resolving Disputes**

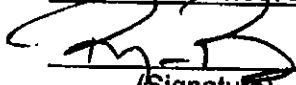
If a dispute arises under this Agreement, any party may take the matter to court.

If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which he or she may be entitled.

**Signatures**

**Client:** Twin Falls School District #411

By:

  
\_\_\_\_\_  
(Signature)

Ryan Bowman  
(Typed or Printed Name)

Title: Director of Operations

Date: 4/8/19

**Contractor:** Midnight Productions Studio LLC-Kris Irish

By:   
\_\_\_\_\_  
(Signature)

Kris Irish  
(Typed or Printed Name)

Title: Co-Owner

Date: 4/8/19

Taxpayer ID Number:

**If Agreement Is Faxed:**

Contractor and Client agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

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Quote  
 # 1976829

Quote Details					
Harrison Elementary School - 250104					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Quote Year 1</b>					
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>myON Applications</b>					
myON reader Tier 3 Renewal	07/01/2019 - 06/30/2020	1	\$6,950.00	\$(2,554.25)	\$4,395.75
<b>Quote Year 1 Subtotal</b>				<b>\$(2,554.25)</b>	<b>\$4,395.75</b>
<b>Quote Year 2</b>					
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>myON Applications</b>					
myON reader Tier 3 Renewal	07/01/2020 - 06/30/2021	1	\$6,950.00	\$(2,554.25)	\$4,395.75
<b>Quote Year 2 Subtotal</b>				<b>\$(2,554.25)</b>	<b>\$4,395.75</b>
<b>Harrison Elementary School Total</b>				<b>\$(5,108.50)</b>	<b>\$8,791.50</b>

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Quote  
# 1976829

**Harrison Elementary School - 250104**  
600 Harrison St  
Twin Falls, ID 83301-3904  
Contact: Melissa Ardito - (208) 733-4229  
Email: [arditome@tfsd.org](mailto:arditome@tfsd.org)

Reference ID: 352187  
Created: 09/17/2018

## Quote Summary

School Count: 1

Renaissance Products & Services Total	\$13,900.00
Applied Discounts	\$(5,108.50)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$8,791.50</b>

\*\* USD \$208.50 of the discount is due to paying for multiple years.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Harrison Elementary School - 250104
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 09/17/2018	Date:
	Invoice Date:

**Mail:** PO Box 8036, Wisconsin Rapids, WI 54495-8036  
**Fax:** (877)280-7642  
**Email:** [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)  
**Phone:** (877)444-3172

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Quote  
# 1976829

**If changes are necessary, or additional information is required, please contact your account executive David McMullen at (715)424-3636, Thank You.**

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Quote  
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This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Phone: (800) 338-4204 | Fax: (877) 280-7642  
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[www.renaissance.com](http://www.renaissance.com)

#### Morningside Elementary School - 250115

701 Morningside Dr  
Twin Falls, ID 83301-7069  
Contact: Kay Rehn - (208) 733-6507  
Email: [rehnka@tfsd.org](mailto:rehnka@tfsd.org)

Reference ID: 351239

Created: 05/28/2019

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$4,897.50
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$4,897.50</b>

**This quote includes: Renaissance Accelerated Reader and Renaissance Star Reading.**

By signing below, you



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- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

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If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Morningside Elementary School - 250115
	By: 
Name: Ted Wolf	Name: Michelle Brewer
Title: VP - Corporate Controller	Title: VP
Date: 05/28/2019	Date: 5-28-19
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Fax: (877)280-7642  
Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)  
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive David McMullen at (715)424-3636, Thank You.

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Quote  
# 2089534

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This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

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New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

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Quote Details					
Morningside Elementary School - 250115					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Renaissance Applications</b>					
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	350	\$7.00	\$0.00	\$2,450.00
Star Reading Subscription Renewal	08/01/2019 - 07/31/2020	350	\$4.85	\$0.00	\$1,697.50
<b>Platform Services</b>					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Morningside Elementary School Total</b>				<b>\$0.00</b>	<b>\$4,897.50</b>

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Quote  
# 2068454

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Federal I.D. 39-1559474  
www.renaissance.com

**O'Leary Middle School - 250082**  
2350 Elizabeth Blvd  
Twin Falls, ID 83301-7551  
Contact: Tami Mahlke - (208) 733-2155  
Email: mahlketa@tfsd.org

Reference ID: 351676  
Created: 04/29/2019

## Quote Summary

School Count: 1

Renaissance Products & Services Total	\$6,560.00
Applied Discounts	\$(750.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$5,810.00</b>

**This quote includes: Renaissance Accelerated Reader.**

By signing below, you

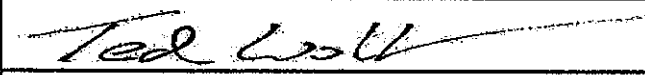
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

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If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	O'Leary Middle School - 250082
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 04/29/2019	Date:
	Invoice Date:

**Mail:** PO Box 8036, Wisconsin Rapids, WI 54495-8036  
**Fax:** (877)280-7642  
**Email:** [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)  
**Phone:** (877)444-3172

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Quote  
# 2068454

## Quote Details

O'Leary Middle School - 250082

<b>Renaissance Applications</b>					
Accelerated Reader Subscription Renewal	08/01/2019 - 07/31/2020	830	\$7.00	\$(750.00)	\$5,060.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform Renewal	08/01/2019 - 07/31/2020	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>O'Leary Middle School Total</b>				<b>\$(750.00)</b>	<b>\$5,810.00</b>

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